

000477 DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: 101  
June 3, 2008 07/08

SUBJECT: As Needed Facilities Condition Assessments for Buildings and Associated Infrastructure

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Parsons Commercial Technology Group, Inc.  
Amount of this Action: \$1,200,000  
Funding Source: City

**SUBCONSULTANT PARTICIPATION**

	<u>This Action</u>	
Multi-Cultural Contractors Group (Other)	\$ 60,000	5%
American Horizons, Ltd. (Other)	\$ 60,000	5%
Comfort Zone Air Conditioning & Heating (DBE/African American Male)	\$ 60,000	5%
Johnson Electric (Other)	\$ 60,000	5%
<b>Total Certified Subconsultant Participation</b>	<b>\$ 60,000</b>	<b>5%</b>
<b>Total Other Participation</b>	<b>\$180,000</b>	<b>15%</b>
<b>Total Subconsultant Participation</b>	<b>\$240,000</b>	<b>20%</b>

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

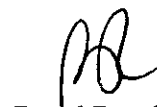
Parsons Commercial Technology Group, Inc. submitted a Work Force Report for their San Diego County employees dated February 6, 2008, with a total of 37 employees. The firm's Work Force Analysis reflects under representations in the following categories:

Asians in Technical  
Filipinos in A&E, Science, Computer  
Females in Professional and Technical

Parsons Commercial Technology Group, Inc.'s Work Force Report indicates a pro-active effort to meet the employment goals, and therefore, precludes the need for an Equal Opportunity Plan. Staff will continue to monitor their efforts.

**ADDITIONAL COMMENTS**

The Work Force Analysis is attached.



Beryl Rayford  
EOC Program Manager:by AMJ

000479		<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO			1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) 101 07/10		
TO: CITY ATTORNEY		2. FROM (ORIGINATING DEPARTMENT): General Services			3. DATE: May 16, 2008		
4. SUBJECT: As-Needed Facilities Condition Assessments for Buildings and Associated Infrastructure							
5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Bob Garcia, 619-525-8500, MS 20			6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Mike Threadgill, 619-525-8571, MS 20		7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input type="checkbox"/>		
8. COMPLETE FOR ACCOUNTING PURPOSES							
FUND	100 -				9. ADDITIONAL INFORMATION / ESTIMATED COST: Agreement: \$1,200,000		
DEPT.	-						
ORGANIZATION	-						
OBJECT ACCOUNT	9544						
JOB ORDER	-						
C.I.P. NUMBER							
AMOUNT	\$1,200,000						
10. ROUTING AND APPROVALS							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	5/20/08	8	DEPUTY CHIEF	<i>[Signature]</i>	6/9/08
2	EOCP	<i>[Signature]</i>	5/24/08	9	COO	<i>[Signature]</i>	6/9/08
3	EAS	<i>[Signature]</i>	5-21-08	10	CITY ATTORNEY	<i>[Signature]</i>	6/16/08
4	LIAISON OFFICE	<i>[Signature]</i>	6/4/08	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	6/17/08
5	FM	<i>[Signature]</i>	6/4/08	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON: <i>[Signature]</i> COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input type="checkbox"/> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: _____ COUNCIL DATE: 7/8/08			
6	AUDITOR	<i>[Signature]</i>	6/6/08				
7							
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTION(S) <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1. Authorizing the Mayor, or his designee, to execute, for and on behalf of the City, an Agreement for Professional Services with Parsons Commercial Technology Group Inc, for As- Needed Facilities Condition Assessments for Buildings and Associated Infrastructure. 2. Authorizing the expenditure of \$1,200,000 from Fund 100, Department 536, Org. 3100 for the purpose of funding this agreement.							
11A. STAFF RECOMMENDATIONS: Approve the Resolution(s)							
12. SPECIAL CONDITIONS:							
COUNCIL DISTRICT(S):		ALL					
COMMUNITY AREA(S):		ALL					
ENVIRONMENTAL IMPACT:		This activity is not a "project" and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).					
HOUSING IMPACT:		None					
OTHER ISSUES:		None					

**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE ISSUED: \_\_\_\_\_ REPORT NO: \_\_\_\_\_  
ATTENTION: Council President and City Council  
ORIGINATING DEPARTMENT: General Services  
SUBJECT: As-Needed Facilities Condition Assessments for Buildings  
and Associated Infrastructure  
COUNCIL DISTRICT(S): ALL  
CONTACT/PHONE NUMBER: Bob Garcia 619-525-8500

REQUESTED ACTION: Authorizing the Mayor, or his designee, to execute, for and on behalf of the City, an Agreement for Professional Services with Parsons Commercial Technology Group Inc, for As- Needed Facilities Condition Assessments for Buildings and Associated Infrastructure.

STAFF RECOMMENDATION: Approve the Resolution

EXECUTIVE SUMMARY: Facilities Division requires the assistance of a qualified professional consultant to perform an inventory and condition assessment. A condition assessment is the process of systematically evaluating capital assets in order to effectively plan repair, renewal or replacement. Facilities are complex structures with many separate but interrelated systems such as: mechanical and electrical systems, roofs, walls, windows, fire suppression systems, building automation systems and components. These individual systems require extensive renewal on cycles that vary from 10 to 50 years.

In November 2006, an outside firm completed an initial Facilities Condition Assessment of 31 essential facilities ( Fire Stations, Police Stations and Lifeguard Stations). These assessments provided an update of deferred maintenance items.

This current proposed facilities condition assessments agreement will be performed on approximately 390 facilities citywide (Attachment 1) including but not limited to: Fire Stations, Lifeguard Stations, Police Stations, Libraries, Recreation Centers, Senior & Community Centers, Museums, Administrative Facilities and Comfort Stations. The facilities condition assessments shall be performed in accordance with the Scope of Services Exhibit A in the Agreement.

In November 2007, the City advertised for a consultant to perform facilities condition assessments via a Request for Proposal process in accordance with Administrative Regulation No. 25.70 and Council Policy 300-07. Parsons Commercial Technology Group Inc. was selected as the most qualified firm to perform this task.

EQUAL OPPORTUNITY CONTRACTING:

Funding Agency: City of San Diego

Goals: 15% Voluntary (MBE/WBE/DBE/DVBE/OBE)  
Subconsultant Participation \$60,000 Certified MBE Firms (5%)

\$180,000      Other Firms (15%)

Other:                      Workforce Report submitted – Equal Opportunity Plan required.  
Staff will monitor plan and adherence to Nondiscrimination Ordinance.

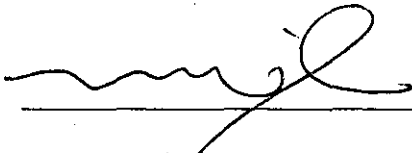
To Support its Equal Opportunity Contracting commitment the City has established voluntary participation levels. The goal for this contract is 15% Voluntary Subconsultant Participation. To ensure the City meets the goals in the Equal Opportunity Contracting Program, Parsons Commercial Technology Group Inc. has selected The Multi-Cultural Contractors Group, a local firm specializing in Equal Opportunity Contracting as one of their subconsultants and identified them as part of the contracts project organization and key personnel team. The minority business owners under Other Firms (15%) are in the process of becoming MBE certified within sixty (60) days. This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non- Discrimination in Contracting Ordinance (San Diego Municiple Code Sections 22.3501 through 22.3517).

FISCAL CONSIDERATIONS: This action would authorize the appropriation and expenditure of funds in the amount not to exceed \$1,200,000 from the Fiscal Year 2008 General Services Department Operating Budget (536).

PREVIOUS COUNCIL and/or COMMITTEE ACTION: N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders include San Diego residents, tourists and City staff. Projected Impacts: None associated with this action.



Mario X. Sierra  
Director, General Services



David Jarrell  
Deputy Chief Operating Officer, Public Works

## ORIGINATING

DEPT.  
NO.:

DEPT.  
NO.:

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose:

Date: \_\_\_\_\_ By: \_\_\_\_\_

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,200,000.00

Vendor: Parsons Commercial Technology Group Inc.

**Purpose:** To authorize an agreement for professional services as-needed facilities condition assessments for buildings and associated infrastructures with Parsons Commercial Technology Group.

Date: June 6, 2008 By: Jessica Olson 

[illegible]

FUND OVERRIDE

AC-361 (REV 2-92)

AC 2800882

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

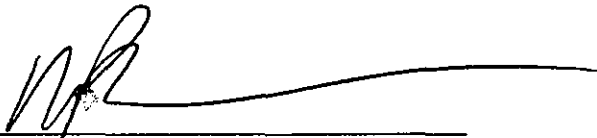
BE IT RESOLVED, by the Council of the City of San Diego that the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an Agreement with Parsons Commercial Technology Group Inc., for As-Needed Facilities Condition Assessments for Buildings and Associated Infrastructure [Project], under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR \_\_\_\_\_.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$1,200,000 from Fund 100, Department 536, Org. No. 3100 is authorized for the purpose of providing funds for the above referenced Project.

BE IT FURTHER RESOLVED, that this activity is not a project and is therefore not subject to California Environmental Quality Act [CEQA] pursuant to State CEQA Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By

  
\_\_\_\_\_  
Michael P. Calabrese  
Chief Deputy City Attorney

MPC:sc  
06/11/08  
Aud.Cert.: N/A  
Or.Dept:General Services  
R-2008-1155

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

000487

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
PARSONS COMMERCIAL TECHNOLOGY GROUP INC  
FOR  
AS-NEEDED FACILITIES CONDITION ASSESSMENTS FOR  
BUILDINGS & ASSOCIATED INFRASTRUCTURE**

**CONTRACT NUMBER: *H084166***



**AGREEMENT FOR FACILITIES CONDITION ASSESSMENTS PROFESSIONAL  
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Exhibit B -	Task Order Authorization
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Exhibit E -	Consultant Certification for a Drug-Free Workplace

000491

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- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form

**AS-NEEDED AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND PARSONS COMMERCIAL TECHNOLOGY GROUP INC.  
FOR FACILITIES CONDITION ASSESSMENTS PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and PARSONS COMMERCIAL GROUP INC. to provide Professional Services to the City for ***FACILITIES CONDITION ASSESSMENTS*** on an as-needed basis.

**RECITALS**

The City wants to retain the services of a professional Facilities Condition Assessments firm to provide the Professional Services on an as-needed, hourly fee basis.

The City is concerned that one Facilities Condition Assessments Professional may not be able to meet all the City's needs for the Professional Services in a timely and efficient manner and, therefore, the City may enter into an agreement with more than one Facilities Condition Assessments Professional to provide the Professional Services on an as-needed, hourly basis in exchange for a guaranteed minimum amount of work with each Facilities Condition Assessments Professional.

The Facilities Condition Assessments Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

The City and the Facilities Condition Assessments Professional [Parties] want to enter into an Agreement whereby the City will retain the Facilities Condition Assessments Professional to provide, and the Facilities Condition Assessments Professional shall provide, the Professional Services on an as-needed, hourly fee basis [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I**

**FACILITIES CONDITION ASSESSMENTS PROFESSIONAL SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The scope of services will be determined by the City on an as-needed basis and presented to Professional as an individual Task [Task]. The Facilities Condition Assessments Professional shall perform the Professional Services at the direction of the City and as generally set forth in the Scope of Services [Exhibit A] and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

**1.1.1 Task Order.** Prior to beginning performance in response to a Task Order, Facilities Condition Assessments Professional shall complete and execute the Task Order which must be approved in writing by the City. Each Task Order shall include a scope of Professional Services, a cost estimate, and the time for completion. The scope of Professional Services shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

**1.1.2 Non-Exclusivity.** The Facilities Condition Assessments Professional agrees that this Agreement is non-exclusive and that the City may enter into agreements with other Facilities Condition Assessments Professionals to perform substantially the same or similar Professional Services during the term of this Agreement.

**1.2 Task Administrator.** The **GENERAL SERVICES DEPARTMENT** is the task administrator for this Agreement. The Facilities Condition Assessments Professional shall provide the Professional Services under the direction of a designated representative of the **GENERAL SERVICES DEPARTMENT**. The City's designated representative will communicate with the Facilities Condition Assessments Professional on all matters related to the administration of this Agreement and the Facilities Condition Assessments Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in any Task by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Facilities Condition Assessments Professional's cost of, or the time required for, the performance of any of the Professional Services, the Facilities Condition Assessments Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Facilities Condition Assessments Professional's compensation may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Professional Services in connection with the Tasks, the Facilities Condition Assessments Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Facilities Condition Assessments Professional shall immediately advise the City in writing of any anticipated changes to any Task, including any changes to the time for completion or the Compensation and Fee Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Facilities Condition Assessments Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Professional Services performed by the Facilities Condition Assessments Professional, including but not limited to all drafts, data, correspondence,

proposals, reports, and estimates compiled or composed by the Facilities Condition Assessments Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Facilities Condition Assessments Professional, at the time that it was disclosed to the Facilities Condition Assessments Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Facilities Condition Assessments Professional, or (c) otherwise becomes known to the Facilities Condition Assessments Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** The Facilities Condition Assessments Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Facilities Condition Assessments Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Facilities Condition Assessments Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Facilities Condition Assessments Professional recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Task.

## ARTICLE II

### DURATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, this Agreement shall be effective for issuing "new" Task Orders for no more than 24 months following the date of its execution by the City, unless said duration is modified in writing by an amendment to this AGREEMENT. Furthermore, the total aggregate duration for issuance of "new" Task Orders under this Agreement, shall not exceed sixty (60) months from the original effective date unless approved by City Ordinance. "Active" Task Orders, which are not complete at the time of Agreement duration expiration, shall continue or be amended as required to accomplish completion.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order.

**2.3 Notification of Delay.** The Facilities Condition Assessments Professional shall immediately notify the City in writing if Facilities Condition Assessments Professional experiences or anticipates experiencing a delay in performing the Professional Services within Design Long Form As Needed Agreement

the time frames set forth in the Task Order. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of, the delay. If in the opinion of the City, the delay affects a material part of the Task, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Facilities Condition Assessments Professional to a reasonable extension of time, but such delay shall not entitle the Facilities Condition Assessments Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Facilities Condition Assessments Professional's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Facilities Condition Assessments Professional; provided, however, that: (a) this provision shall not apply to, and the Facilities Condition Assessments Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Facilities Condition Assessments Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Facilities Condition Assessments Professional to an extension of time unless the Facilities Condition Assessments Professional furnishes the City, in a timely manner, documentary proof satisfactory to the City of the Facilities Condition Assessments Professional's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Facilities Condition Assessments Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Facilities Condition Assessments Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Facilities Condition Assessments Professional a sum equivalent to the reasonable value of the Professional Services the Facilities Condition Assessments Professional has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Facilities Condition Assessments Professional. The City may then require the Facilities Condition Assessments Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Facilities Condition Assessments Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Facilities Condition Assessments Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Facilities Condition Assessments Professional. After termination of this Agreement, the Facilities Condition Assessments Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Facilities Condition Assessments Professional's Professional Services under this Agreement. For services



rendered in completing the work, the Facilities Condition Assessments Professional shall be entitled to fair and reasonable compensation for the Professional Services performed by the Facilities Condition Assessments Professional before the effective date of termination. After filing of documents and completion of performance, the Facilities Condition Assessments Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to the Facilities Condition Assessments Professional's Professional Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Facilities Condition Assessments Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Facilities Condition Assessments Professional fails to perform or adequately perform any obligation required by this Agreement, the Facilities Condition Assessments Professional's failure constitutes a Default. A Default includes the Facilities Condition Assessments Professional's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Facilities Condition Assessments Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Facilities Condition Assessments Professional, and any person claiming any rights by or through the Facilities Condition Assessments Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Facilities Condition Assessments Professional.

## ARTICLE III

### COMPENSATION

**3.1 Amount of Compensation.** The City shall pay the Facilities Condition Assessments Professional for performance of all Professional Services rendered in accordance with this Agreement, including all reasonably related expenses, in an amount not to exceed \$ **1,200,000.00**. The City agrees to issue at least one or more Task Orders with a minimum aggregate value of \$1,000.00 to the Facilities Condition Assessments Professional.

**3.2 Manner of Payment.** The City shall pay the Facilities Condition Assessments Professional in accordance with the Compensation and Fee Schedule [Exhibit C]. For the duration of this Agreement, the Facilities Condition Assessments Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Facilities Condition Assessments Professional shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Facilities Condition Assessments Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.3 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Facilities Condition Assessments Professional's errors or omissions, and may include Facilities Condition Assessments Professional, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Facilities Condition Assessments Professional shall not be paid for the Professional Services required due to the Facilities Condition Assessments Professional's errors or omissions, and the Facilities Condition Assessments Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Facilities Condition Assessments Professional. Whether or not there are any monies due, or becoming due, the Facilities Condition Assessments Professional shall reimburse the City for Additional Costs due to the Facilities Condition Assessments Professional's errors or omissions.

**3.4 Eighty Percent Notification.** The Facilities Condition Assessments Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement or for any Task; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement or for any Task.

## ARTICLE IV

### FACILITIES CONDITION ASSESSMENTS PROFESSIONAL'S OBLIGATIONS

**4.1 Industry Standards.** The Facilities Condition Assessments Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional Facilities Condition Assessments firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Facilities Condition Assessments Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Facilities Condition Assessments Professional's and any Subcontractor's premises to review and audit the Facilities Condition Assessments Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Facilities Condition Assessments Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Facilities Condition Assessments Professional or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.2 Accounting Records.** The Facilities Condition Assessments Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Facilities Condition Assessments Professional and Subcontractors shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Facilities Condition Assessments Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Facilities Condition Assessments Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Facilities Condition Assessments Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Facilities Condition Assessments Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Facilities Condition Assessments Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.2; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Facilities Condition Assessments Professional's liabilities, including but not limited to Facilities Condition Assessments Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Facilities Condition Assessments Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Facilities Condition Assessments Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the Facilities Condition Assessments Professional shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of ~~One~~ **million (\$1,000,000)** per occurrence and subject to an annual aggregate of **\$two million (\$2,000,000)**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Facilities Condition Assessments Professional's automobiles including owned, hired and non-owned automobiles, the Facilities Condition Assessments Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile([any auto).

**4.3.1.3 Workers' Compensation.** For all of the Facilities Condition Assessments Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Facilities Condition Assessments Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Facilities Condition Assessments Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Architects & Engineers Professional Liability.**

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**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Facilities Condition Assessments Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

**4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**4.3.4 Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

#### **4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Facilities Condition Assessments Professional's insurance and shall not contribute to it.

**SEVERABILITY OF INTEREST.** The policy or policies must be endorsed to provide that the Facilities Condition Assessments Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Facilities Condition Assessments Professional.

**SEVERABILITY OF INTEREST.** The policy or policies must be endorsed to provide that Facilities Condition Assessments Professional's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

#### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Facilities Condition Assessments Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Facilities Condition Assessments Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Facilities Condition Assessments Professional may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Facilities Condition Assessments Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Facilities Condition Assessments Professional shall list on the Subcontractor List (Exhibit D Attachment BB) all Subcontractors known to the Facilities Condition Assessments Professional at the time this Agreement is entered. If at any time after this Agreement is entered into the Facilities Condition Assessments Professional identifies a need for additional Subcontractor Services, the Facilities Condition Assessments Professional shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Facilities Condition Assessments Professional's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Facilities Condition Assessments Professional may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Facilities Condition Assessments Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

**4.4.1.1** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Facilities Condition Assessments Professional shall require the Subcontractor to obtain, all policies described in Section 4.3.1 in the amounts required by the City, which shall not be greater than the amounts required of the Facilities Condition Assessments Professional.

**4.4.1.2** The Facilities Condition Assessments Professional is obligated to pay the Subcontractor, for Facilities Condition Assessments Professional and City-approved invoice amounts, out of amounts paid by the City to the Facilities Condition Assessments Professional, not later than fourteen working days from the Facilities Condition Assessments Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Facilities Condition Assessments Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Facilities Condition Assessments Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Facilities Condition Assessments Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Facilities Condition Assessments Professional's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Facilities Condition Assessments Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Facilities Condition Assessments Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Facilities Condition Assessments Professional and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5 Contract Activity Report.** The Facilities Condition Assessments Professional shall submit statistical information to the City as requested in the City's Contract Activity Report (Exhibit D Attachment CC). The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Facilities Condition Assessments Professional shall provide an invoice from each Subcontractor listed in the report. The Facilities Condition Assessments Professional agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Facilities Condition Assessments Professional shall comply with the City's Equal Opportunity Contracting Program Facilities Condition Assessments Professional Requirements (Exhibit D). The Facilities Condition Assessments Professional shall not discriminate against any

employee or applicant for employment on any basis prohibited by law. The Facilities Condition Assessments Professional shall provide equal opportunity in all employment practices. The Facilities Condition Assessments Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Facilities Condition Assessments Professional Requirements. Nothing in this Section shall be interpreted to hold the Facilities Condition Assessments Professional liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Facilities Condition Assessments Professional shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Facilities Condition Assessments Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Facilities Condition Assessments Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Facilities Condition Assessments Professional and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Facilities Condition Assessments Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Facilities Condition Assessments Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Facilities Condition Assessments Professional for each subcontract or supply contract. The Facilities Condition Assessments Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517)] The Facilities Condition Assessments Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Facilities Condition Assessments Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Facilities Condition Assessments Professional further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** The Facilities Condition Assessments Professional agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Facilities Condition Assessments Professional shall certify to the City that it will provide a drug-free workplace by submitting a Facilities Condition Assessments Professional Certification for a Drug-Free Workplace form (Exhibit E).

**4.7.1 Facilities Condition Assessments Professional's Notice to Employees.** The Facilities Condition Assessments Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Facilities Condition Assessments Professional shall establish a drug-free awareness program to inform employees about : (1) the



dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Facilities Condition Assessments Professional shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Facilities Condition Assessments Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Facilities Condition Assessments Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Title 24/Americans with Disabilities Act Requirements.** Facilities Condition Assessments Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Facilities Condition Assessments Professional (i.e., that which provides the most access). Facilities Condition Assessments Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Facilities Condition Assessments Professional understands that while the City will be reviewing Facilities Condition Assessments Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Facilities Condition Assessments Professional's designs, Facilities Condition Assessments Professional understands and agrees that the City's access review process and its acceptance of Facilities Condition Assessments Professional's designs in no way limits the Facilities Condition Assessments Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

**4.9 Product Endorsement.** The Facilities Condition Assessments Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.10 Conflict of Interest.** The Facilities Condition Assessments Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.10.1** If, in performing the Professional Services set forth in this Agreement, any member of the Facilities Condition Assessments Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code

requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Facilities Condition Assessments Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

**4.10.1.1** If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

**4.10.1.2** If the City requires an individual member of the Facilities Condition Assessments Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.10.2** The Facilities Condition Assessments Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.10.3** The Facilities Condition Assessments Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

**4.10.4** The Facilities Condition Assessments Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Facilities Condition Assessments Professional shall not recommend or specify any product, supplier, or contractor with whom the Facilities Condition Assessments Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.10.5** If the Facilities Condition Assessments Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Facilities Condition Assessments Professional to liability to the City for attorney's fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Facilities Condition Assessments Professional, its agents, officers, and employees

agree to assist in resolving the dispute or litigation. The Facilities Condition Assessments Professional's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Facilities Condition Assessments Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Facilities Condition Assessments Professional, its agents, officers, and employees, the Facilities Condition Assessments Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Facilities Condition Assessments Professional, its agents, officers, and employees for Mandatory Assistance.

**4.13 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Facilities Condition Assessments Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.14 Energy Conservation Specifications.** Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Facilities Condition Assessments Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Facilities Condition Assessments Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Facilities Condition Assessments Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Facilities Condition Assessments Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

**4.15 Notification of Increased Construction Cost.** If, at any time prior to the City's approval of the final plans and specifications, the Facilities Condition Assessments Professional anticipates that the total construction cost will exceed the estimated construction budget, the Facilities Condition Assessments Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Facilities Condition Assessments Professional believes will bring the construction cost

to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.16 Sustainable Building Policy.** The Project design and construction shall comply with City Council Green Building Policy 900-14 (Exhibit G). All new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) "Silver" Level Certification.

**4.17 Design-Build Competition Eligibility.** Any architectural firms, engineering firms, Facilities Condition Assessments Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Facilities Condition Assessments Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

**4.18 Storm Water Management Discharge Control.** Unless specifically removed from the Scope of Work (Exhibit A), the Facilities Condition Assessments Professional shall comply with Section 43.03 of the San Diego Municipal Code, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official. Further, the Facilities Condition Assessments Professional shall prepare and incorporate into the construction documents a Storm Water Pollution Prevention Plan (SWPPP) to be implemented by the contractor during Project construction. Where applicable, the SWPPP shall comply with both the California Regional Water Quality Control Board Statewide General Construction Storm Water permit and National Pollution Discharge Elimination System permit requirements and any municipal regulations adopted pursuant to the permits.

**4.19 ADA Certification.** The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

## ARTICLE V

### RESERVED

## ARTICLE VI

### INDEMNIFICATION

**6.1 Indemnification.** Other than in the performance of Facilities Condition Assessments Professional services which shall be solely as addressed in Section 6.2 below, to the Design Long Form As Needed Agreement - 16 -

fullest extent permitted by law, Facilities Condition Assessments Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Facilities Condition Assessments Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Facilities Condition Assessments Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Facilities Condition Assessments Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

## **6.2 Facilities Condition Assessments Professional Services Indemnification and Defense.**

### **6.2.1 Facilities Condition Assessments Professional Services**

**Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of Facilities Condition Assessments Professional services, Facilities Condition Assessments Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Facilities Condition Assessments Professional or Facilities Condition Assessments Professional's officers or employees.

### **6.2.2 Facilities Condition Assessments Professional Services Defense.**

Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Facilities Condition Assessments Professional or Facilities Condition Assessments Professional's officers or employees.

**6.3 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

**6.4 Enforcement Costs.** The Facilities Condition Assessments Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

## **ARTICLE VII**

### **MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using

mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed

upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## ARTICLE VIII

### INTELLECTUAL PROPERTY RIGHTS

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Facilities Condition Assessments Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Facilities Condition Assessments Professional's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Facilities Condition Assessments Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights** Facilities Condition Assessments Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Facilities Condition Assessments Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Facilities Condition Assessments Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Facilities Condition Assessments Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Facilities Condition Assessments Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication Facilities Condition Assessments.** Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Facilities Condition Assessments Professional's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Facilities Condition Assessments Professional represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Facilities Condition Assessments Professional to produce, at Facilities Condition Assessments Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Facilities Condition Assessments Professional further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Facilities Condition Assessments Professional receives payment under this contract, City shall be entitled, upon written notice to Facilities Condition Assessments Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Facilities Condition Assessments Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

## ARTICLE IX

### MISCELLANEOUS

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be



addressed to: **General Services Department 1245 Caminito Centro, San Diego, CA 92102** and notice to the Facilities Condition Assessments Professional shall be addressed to: 110 West "A" Street, Suite 1050 San Diego, CA 92101

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Facilities Condition Assessments Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Facilities Condition Assessments Professional and any Subcontractors employed by the Facilities Condition Assessments Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Facilities Condition Assessments Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Facilities Condition Assessments Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Facilities Condition Assessments Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Facilities Condition Assessments Professional's Professional Services is based on the particular professional expertise of the following members of the Facilities Condition Assessments Professional's organization: **Ed Calillouette, Rickey Lancaster, Carl Tickel, Troy Weeks, Bill Cadle, John Hawkins, Terry Davis, Stan Robinson, Cesar de la Canel, Melvin Johnson, Chiti Ho, Donna Venegas** [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Facilities Condition Assessments Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City vide may be considered a default of the terms and conditions of this Agreement by the Facilities Condition Assessments Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Facilities Condition Assessments Professional, to require any of the Facilities Condition Assessments Professional's employees or agents to be removed from the Project.

**9.6 Additional Facilities Condition Assessments Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Facilities Condition Assessments Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

**9.7 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Facilities Condition Assessments Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Facilities Condition Assessments Professional.

**9.8 Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Facilities Condition Assessments Professional, shall be deemed to be both covenants and conditions.

**9.9 Compliance with Controlling Law.** The Facilities Condition Assessments Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Facilities Condition Assessments Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.10 Jurisdiction and Attorney Fees.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

**9.11 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**9.12 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.13 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.14 No Waiver.** No failure of either the City or the Facilities Condition Assessments Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this

Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**9.15 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.19 Facilities Condition Assessments Professional Evaluation.** City will evaluate Facilities Condition Assessments Professional's performance of Professional Services on the Project using the Consultant Evaluation Form (Exhibit H).

**9.20 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.21 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.22 Vendor Registration.** All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit I) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

*The remainder of this page has been intentionally left blank.*

000515

IN WITNESS WHEREOF, This Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to **Resolution Number** \_\_\_\_\_, authorizing such execution, and by the Facilities Condition Assessments Professional pursuant to \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind **PARSONS COMMERCIAL TECHNOLOGY GROUP INC.** and that I have read all of this Agreement, this 17<sup>th</sup> day of May, 2008.

By William Turner  
William Turner  
Senior Vice President

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008

MICHAEL J. AGUIRRE, City Attorney

By \_\_\_\_\_  
Deputy City Attorney

**EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Task Order Authorization
- Exhibit C - Compensation and Fee Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Determination Form
- Exhibit G - City Council Green Building Policy 900-14
- Exhibit H - Consultant Evaluation Form
- Exhibit I - Vendor Registration Form

## **SCOPE OF SERVICES**

The services shall include a comprehensive inventory and assessment of facilities to assist the City of San Diego in identifying the need for immediate repairs, preventative maintenance, deferred maintenance backlog, and capital replacement to develop a comprehensive asset management plan and develop future budgets. The final report shall include an overall condition of the facilities; including, but not limited to information regarding the manufacturer, model and serial number, and size of equipment within the facilities. Additionally, the report should list immediate needs, replacement cost index, and a 20-year forecast of the maintenance requirements and costs that can be adjusted for inflation.

The successful vendor shall provide the City of San Diego data and information in an electronic format(s) with means to update information for continued use in identifying deficiencies and developing maintenance, rehabilitation, and capital replacement projects. The portfolio has been determined as listed in **Attachment I**. This scope of services will include an assessment of approximately 3,111,867 square feet including but not exclusively: fire stations, police stations, lifeguard stations, recreation centers, libraries, comfort stations, senior centers, pools and other facilities as listed. The City of San Diego has prioritized its structures based on a specific facility category code determined by usage factors of each facility. The assessments will be conducted in accordance with this prioritization process.

The City of San Diego reserves the right to add or delete buildings/structures/facilities as necessary. The portfolio in **Attachment I** includes a number of the City's major structures. Non-inclusive examples of these major structures are noted here to ensure the successful vendor extensively reviews the complete list in **Attachment I**.

Police Station Headquarters	1401 Broadway	434,822 sf
Museum of Man	1350 El Prado	32,289 sf
Main Library Downtown	820 E Street	150,000 sf

The vendor shall coordinate with the Facilities Management Department to schedule building inspections. The City of San Diego Maintenance staff will be responsible for notifying the building occupants and coordinate access to the building for the respective building to be inspected.

### **1.0 PROCESS**

The vendor will provide detailed processes, through which they intend to manage the scope, assess the data, integrate the data, communicate the

Facility Description	Address	Sq Ft	Facility Type
000518			
Comfort Station, Lake Hodges	12111 Lake Drive	1,400	CS
Comfort Station, Rancho Bernardo Park (Old)	18045 W. Bernardo Dr.	950	CS
Comfort Station, Rancho Bernardo Park (New)	18045 W. Bernardo Dr.	950	CS
Comfort Station, Canyonside Park	12350 Black Mountain Rd.	1,168	CS
Comfort Station, Carmel Mountain Ranch Park	10150 Rancho Carmel Dr.	832	CS
Comfort Station, Sabre Springs Park	12955 Sabre Springs Pkwy.	759	CS
Comfort Station & Snack Bar, Spring Canyon Park	10907 Scripps Poway Parkway	1,600	CS
Comfort Station, Highland Ranch Kleigh Park	12130 Eastbourne Road	180	CS
Comfort Station, South Creek Neighborhood Park	12245 Wickerbay Cove	984	CS
Comfort Station, Westview Neighborhood Park	11298 Westview Parkway	1,024	CS
Overlook Neighborhood Park, Comfort Station	11417 Scripps Ranch Blvd.	180	CS
Comfort Station, Lake, Miramar, Miramar Reservoir	10710 Scripps Lake Dr.	365	CS
Lakeview Neighborhood Park, Comfort Station	10794 Mira Lago Terrace	1,200	CS
Comfort Station, Jarabek Park	#10150 Avenida Magnifica	1,525	CS
Comfort Station, Scripps Ranch Community Park	11452 Blue Cypress Drive	1,292	CS
Comfort Station, Cypress Canyon Community Park	11470 Cypress Canyon Rd.	576	CS
Comfort Station, West, Kumeyaay	Two Father Junipero Serra Trail	1,225	CS
Comfort Station, Kumeyaay(East)	10570 Father Junipero Serra Trail	1,225	CS
Comfort Station, Lake Murray	7051 Murray Park Drive	1,810	CS
Comfort Station, Tierrasanta	11220 Clairemont Mesa Blvd.	589	CS
Comfort Station, Cowles Mountain Staging	#Golfcrest Dr. & Navajo Rd.	624	CS
Comfort Station, Kiowa Dr.	5540 Kiowa Dr.	316	CS
Comfort Station, Fanuel Park	4024 Fanuel St.	900	CS
Comfort Station, South Belmont Park	3195 1/2 Ocean Front Walk	2,200	CS
Comfort Station, Dana Landing	*Next to Dana Basin, Pier #563	700	CS
Comfort Station, Palm Canyon, Presidio Park	#Presidio Park	756	CS
Comfort Station, South Mission Beach	#Foot Of San Luis Rey Pl.	1,400	CS
Comfort Station, W. Bonita Cove	1100 W. Mission Bay Dr.	1,116	CS
Comfort Station, North Crown Point	#Lamont & Crown Point Dr.	1,440	CS
Comfort Station, Presidio, (Not Used)	#Jackson St.	176	CS
Comfort Station, Kate Sessions Park	#Loring St. & Soledad Rd.	672	CS
Comfort Station, Law Street	#Foot Of Law St., Palasades Park	160	CS
Comfort Station, Diamond Street	#End Of Diamond, W. Of Mission Blvd.	720	CS
Comfort Station, Robb Field (Old)	#Bacon & W. Point Loma Blvd.	1,100	CS
Comfort Station, E. Yacht Basin	#SE Corner Vacation Isle, W Of Ingrah	1,600	CS
Comfort Station, South Crown Point	#Cima & Crown Point Dr.	1,440	CS
Comfort Station, El Carmel	#El Carmel Pl. & Mission Blvd.	1,044	CS
Comfort Station, Quivera Basin	#S.W. Of Aquatics Headquarters	598	CS
Comfort Station, Presidio Park	#Jackson & Presidio Dr.	288	CS
Comfort Station, Gleason Road Bahia	#Mission Bay Ventura Cove	1,100	CS
Comfort Station, E. Bonita Cove	#S Mariners Way	1,200	CS
Comfort Station, Mission Point	#San Diego Pl.	432	CS
Comfort Station, Vacation Isle	#3100 Ingraham Vacation Isle, North C	704	CS
Comfort Station, Ocean Beach & Dog Beach	# Foot Of Brighton St.	1,185	CS
Comfort Station, Presidio Park	#Cosoy Wy.	704	CS
Comfort Station, West Yacht Basin	#S.E. Corner Of Vacation Isle	1,464	CS

Facility Description000519	Address	Sq Ft	Facility Type
Comfort Station, Cabrillo Park	3051 Canon St.	1,026	CS
Comfort Station, Pacific Beach	720 Pacific Beach Dr.	735	CS
Comfort Station, Pioneer Park	1535 Washington Pl.	473	CS
Comfort Station, Mission Bay Youth Field	2639 Grand Ave.	722	CS
Comfort Station, Sunset Point	1656 W. Mission Bay Dr.	750	CS
Comfort Station, Dusty Rhodes Park	2400 Sunset Cliffs	736	CS
Comfort Station, North Santa Clara Point	#Behind Santa Clara Rec. Center	658	CS
Comfort Station, Bill Cleator Park	2312 Famosa St.	864	CS
Comfort Station, Richard Henry Dana	#Chatsworth & Macaulay Sts.	1,100	CS
Comfort Station, Ventura Point	1215 West Mission Bay Dr.	700	CS
Comfort Station, Mission Bay Park Dana Basin	1780 West Mission Bay Dr.,	681	CS
Comfort Station, Ski Beach Mission Bay Park (south)	2975 Ingraham Street	818	CS
Comfort Station, Presidio Park	4301 Taylor Street	425	CS
Cabrillo Heights Neighborhood Park, Comfort Station	8308 1/2 Hurlbut Street	681	CS
Comfort Station, Robb Field, West Entrance	#W. Point Loma Blvd. & Bacon	1,690	CS
Comfort Station, Southcrest Park	#41st St. & Keeler Ave.	704	CS
Comfort Station, Silverwing	3737 Arey Dr.	555	CS
Comfort Station, Lucky Waller Park	#Palm Ave. And Beyer Blvd.	423	CS
Comfort Station, Memorial Park	2902 Marcy Ave.	567	CS
Comfort Station, Vista Terrace	301 Athey Ave.	512	CS
Comfort Station, Chicano Park	1975 Logan Ave.	523	CS
Comfort Station, Palm Ridge Park	751 Firethorn St.	772	CS
Comfort Station, 28th & Grape	#28th St. & Grape St.	609	CS
Comfort Station, Golden Hills	#25th St & Golden Hill Dr. At The Park	672	CS
Comfort Station, Morley Field, Schneider(Jacaranda Dr.)	#Jacaranda Dr.	672	CS
Comfort Station, Golden Hill/Russ	#27th St. & Russ Blvd.	776	CS
Comfort Station, Organ Pavilion	2211 E. Pan American Rd.	987	CS
Comfort Station, North Park	4044 Idaho St.	968	CS
Comfort Station, 28th & Beech	#28th St. & Beech St.	575	CS
Comfort Station, 6th & Nutmeg	6th Ave. & Nutmeg St.	1,200	CS
Comfort Station, 6th & Thorn, Near Tiny Tot Area	#6th Ave & Thorn St.	512	CS
Comfort Station, Marston Point	# Near Fire Alarm Station	924	CS
Comfort Station, Pine Grove	#8th Ave & Juniper/Balboa Park Dr.	672	CS
Comfort Station, North Pepper Grove	#Balboa Park	672	CS
Comfort Station, Morley Field/Velodrome	#Near The Velodrome	528	CS
Comfort Station, Morley Field	#Near the Tennis Courts	988	CS
Comfort Station, Morley Field, N.E. Corner Of Ball Park #1	#Morley Field	864	CS
Comfort Station, South Pepper Grove	# South Pepper Grove	672	CS
Comfort Station, 6th & Redwood	#Redwood St. & 6th Ave.	590	CS
Comfort Station, Archery Range	#Balboa Park	744	CS
Comfort Station, Arbor Grove	#Pershing Dr. At Frisbee Golf Course	956	CS
Comfort Station, Hollywood Park	2500 Sumac Dr.	772	CS
Comfort Station, Marston House	3525 7th Ave.	204	CS
Clubhouse, Tennis Court (L)	#Morley Field Dr.	1,780	CS
Balboa Park, Golf Course Comfort Station	2600 Golf Course Drive	1,380	CS
Comfort Station, Emerald Hills	#Kelton At Bethune Ct.	528	CS



Facility Description 000520	Address	Sq Ft	Facility Type
Comfort Station & Concession, Skyline Park (L)	# Royal Oak Dr.	1,064	CS
Comfort Station, Paradise Hills Park	#Paradise Valley Rd. & Potomac St.	442	CS
Comfort Station, Martin Luther King Park	#65th St. & Skyline Dr.	644	CS
Comfort Station, John F. Kennedy Park	4825 Ocean View Blvd.	444	CS
Comfort Station, Gompers Park	#Hilltop Dr. & Carolina Ln.	592	CS
Comfort Station, Mt. View Park	#40th St. & Ocean View Blvd.	720	CS
Comfort Station, Dennis Allen Park	#700 Block, Gateway Center Way	551	CS
Comfort Station, Chollas Lake Park	6350 College Grove Dr.	600	CS
Comfort Station, Bay Terrace Pk.	7445 Tooma St.	656	CS
Comfort Station, Marie Widman	6715 Imperial Ave.	655	CS
Keiller Neighborhood Park, Comfort Station	7320 Lisbon Street	145	CS
Dorothy Petway Neighborhood Park, Comfort Station	1375 Rigel Street	181	CS
Comfort Station & Concessions, Encanto/Verna Quinn	1145 Klauber Ave.	596	CS
Comfort Station, Sutherland Dam Road	20600 Sutherland Dam Road	336	CS
Park, Mountain View Comfort Station	#40th St. & Ocean Blvd.	504	CS
Fire Station #13	809 Nautilus St.	2,600	FS
Fire Station #40 (Penasquitos)	13393 Salmon River Rd.	7,004	FS
Fire Station #9 (La Jolla)	7870 Ardath Lane	6,486	FS
Fire Station #16	2110 Via Casa Alta	3,036	FS
Fire Station 46	14556 Lajanta Drive	9,805	FS
Fire Station #36	5855 Chateau Drive	3,920	FS
Fire Station #23	2190 Comstock St.	4,022	FS
Fire Station #27	5064 Clairemont Dr.	4,216	FS
Fire Department Communications Center	3750 Kearny Villa Rd.	11,563	FS
(R) Fire Station 44	10011 Black Mountain Road	9,403	FS
Fire Station #33	16966 Bernardo Center Dr.	3,920	FS
Fire Station #42	12119 World Trade Dr.	5,100	FS
Fire Station #41	4914 Carroll Canyon Rd.	7,220	FS
Fire Station #38 (Mira Mesa)	8441 New Salem St.	3,075	FS
Fire Station 37	11640 Spring Canyon Rd.	8,400	FS
Fire Station #39	4949 La Cuenta Dr.	2,395	FS
Fire Station #31 Del Cerro	6002 Camino Rico	8,825	FS
Fire Station #34	6565 Cowles Mt. Blvd.	3,510	FS
Fire Station #08	3974 Goldfinch St.	3,272	FS
Fire Station #15	4711 Voltaire St.	3,094	FS
Fire Station #20	3305 Kemper St.	6,580	FS
Fire Station #22	1055 Catalina Blvd.	2,348	FS
Fire Station #21 (Pacific Beach)	750 Grand Ave.	6,480	FS
Fire Station #07	944 Cesar Chavez Parkway	5,883	FS
Fire Station #29	179 W. San Ysidro Blvd.	2,000	FS
Fire Station #30	2265 Coronado Ave.	4,992	FS
Fire Station #6	693 Twining Ave.	1,800	FS
Fire Station #43	1590 La Media Rd.	9,924	FS
Fire Station #11	945 25th Street	8,900	FS
Fire Station #29, San Ysidro	198 W. San Ysidro Blvd.	9,800	FS
Fire Station #18	4676 Felton St.	6,619	FS

Facility Description 000521	Address	Sq Ft	Facility Type
Fire Station #32	484 Brainwood	3,920	FS
Fire Station #19	3434 Oceanview Blvd.	4,047	FS
Fire Station #12 Lincoln Park	4964 Imperial Avenue	11,340	FS
Fire Repair Facility	3870 Kearny Villa Rd.	17,704	FS
Library, Point Loma	3701 Voltaire St.	25,116	LB
Library, Ocean Beach	4817 Santa Monica Avenue	3,500	LB
Library, University Community	4155 Governor Dr.	10,538	LB
Library, Florence Riford / La Jolla	7555 Draper Ave.	10,400	LB
Library, Carmel Valley	3919 Townsgate Dr.	13,206	LB
Library, Rancho Penasquitos	13330 Salmon River Rd.	20,650	LB
Library, Clairemont	2920 Burgener Blvd.	4,800	LB
Library, Balboa	4255 Mt. Abernathy Ave.	4,257	LB
Library, Serra Mesa	3440 Sandrock Rd.	5,300	LB
Library, North Clairemont	4616 Clairemont Dr.	5,852	LB
Library, Linda Vista (New)	2160 Ulric St.	10,244	LB
Library, Mission Valley	2123 Fenton Parkway	19,760	LB
Serra Mesa/Kearny Mesa Library	9005 Aero Drive	15,763	LB
Library, Rancho Bernardo	17110 Bernardo Center Dr.	23,000	LB
Library, Carmel Mountain Ranch	12095 World Trade Dr.	13,102	LB
Library, Mira Mesa	8405 New Salem Street	21,148	LB
Library, Scripps Miramar Ranch	10301 Scripps Lake Dr.	21,700	LB
Library, Tierrasanta	4985 La Cuenta	8,766	LB
Library, Benjamin	5188 Zion Ave.	4,406	LB
Library, San Carlos	7265 Jackson Dr.	8,190	LB
Library, College Heights	4710 College Ave.	5,000	LB
Library, College Rolando Library	6600 Montezuma Road	15,468	LB
Library, Main, Downtown	820 'E' St.	150,000	LB
Library, Ocean Beach	4801 Santa Monica Ave.	2,620	LB
Library, Mission Hills	925 W. Washington St.	4,440	LB
Library, Earl & Birdie Taylor (Pacific Beach)	4275 Cass St.	12,500	LB
Library, Logan Heights	811 S. 28th St.	2,960	LB
Library, San Ysidro	101 W. San Ysidro Blvd.	4,048	LB
Library, Otay Mesa	3003 Coronado Ave.	9,634	LB
Library, North Park	3795 31st St.	8,100	LB
Library, University Heights	4193 Park Blvd.	6,608	LB
Library, Kensington/Normal Heights	4121 Adams Ave.	2,733	LB
Library, Performance Annex, Urban Village Park	3795 Fairmont Ave.	17,601	LB
Library, Paradise Hills	5922 Rancho Hills Dr.	4,527	LB
Library, Skyline Hills	480 S. Meadow Brook Dr.	4,400	LB
Library, Oak Park	2802 54th St.	5,427	LB
Library, Beckwourth	721 San Pasqual St.	8,491	LB
Library, Malcolm X, & R.E.A.D. San Diego	5148 Market St.	26,328	LB
Lifeguard, Headquarters, Services and Coastal Division	2581 Quivira Ct.	5,491	LG
Engineering & Development, Laboratory, Materials Testing	9515 Aero Dr.	9,564	OF
Engineering & Development, Offices, Materials Testing	9491 Aero Dr.	5,316	OF
Station 38 & Communications Room, Chollas	2781 Caminito Chollas	15,320	OS

Facility Description 000522	Address	Sq Ft	Facility Type
Environmental, Collections, Office	8353 Miramar Place	14,800	OS
Streets Division, Chollas	2781 Caminito Chollas	15,320	OS
Equip, Acquisition and Fitting, Chollas	2711 Caminito Chollas	2,654	OS
Streets, Carpenter Shop & Urban Forestry, Chollas	2781 Caminito Chollas	3,000	OS
Purchasing, Central Store #2, Chollas	2773 Caminito Chollas	15,425	OS
Equip., Fab Shop & Spray Booths, Chollas	2740 Caminito Chollas	12,000	OS
Equip., Auto Repair Shop & Office, Chollas	2740 Caminito Chollas	18,000	OS
Equipment Division, Training Center	2750 Caminito Chollas	2,502	OS
Police Station Headquarters	1401 Broadway	434,822	PD
Police Station, Central, Lincoln Park	2500 Commercial Avenue	1,590	PD
Police Substation, SouthEastern Division	7222 Skyline Dr.	16,472	PD
Police, Investigations Unit	720 Gateway Center Dr., Suite 'D'	2,440	PD
Police Holding Tank, Mission Beach Lifeguard Station	# Belmont Park, Mission Beach	4,520	PD
Community Service Center, Logan Hts. (Lincoln Park)	2500 Commercial Avenue	1,590	PD
Police, Horse Stables, Balboa Park	2002-1/2 Park Blvd.	2,560	PD
Pool, Kearny Mesa	3170 Armstrong St.	4,212	PL
Pool, Clairemont	3605 Clairemont Dr.	4,332	PL
Pool, Tierrasanta Community	12238 Clairemont Mesa Blvd.	14,581	PL
Pool, Allied Gardens	6707 Glenroy St.	4,332	PL
Pool, Colina Del Sol	4100 54th St.	4,212	PL
Pool, Memorial	2902 Marcy Ave.	4,482	PL
Pool, Vista Terrace	301 Athey Ave.	5,184	PL
Pool, Kearns Municipal	2229 Morley Field Dr.	12,821	PL
Pool, Martin Luther King Jr.	6401 Skyline Dr.	4,212	PL
Museum, Serra (L)	2727 Presidio Dr.	6,728	PO
Nature & Visitors Center, Tecolote	5180 Tecolote Rd.	2,210	PO
Tierrasanta Tennis Clubhouse	11220 Clairemont Mesa Blvd.	480	PO
Recreation Center, La Jolla	615 Prospect St.	7,920	RC
Recreation Center, Standley	3585 Governor Dr.	15,031	RC
Recreation Center, Doyle Community	8175 Regents Road	17,400	RC
Recreation Center, Canyonside	12350 Black Mountain Rd.	15,000	RC
Recreation Center, Hilltop Community Park	9711 Oviedo Way	5,400	RC
Recreation Center, Carmel Valley (Old #900713)	3777 Townsgate Drive	23,150	RC
Recreation Center, Serra Mesa	9020 Village Glen Dr.	10,270	RC
Recreation Center, Tecolote	4675 Tecolote Rd.	1,664	RC
Recreation Center, Cadman	4280 Avali Dr.	2,800	RC
Recreation Center, North Clairemont	4421 Bannock Ave.	10,379	RC
Recreation Center, South Clairemont	3605 Clairemont Dr.	3,960	RC
Recreation Center, Kearny Mesa	3170 Armstrong St.	11,162	RC
Gymnasium, Linda Vista	7064 Levant St.	6,808	RC
Recreation Center, Linda Vista	7064 Levant St.	6,103	RC
Recreation Center, Rancho Bernardo	18448 West Bernardo Dr.	14,258	RC
Recreation Center, Carmel Mountain Ranch	10152 Rancho Carmel Dr.	10,600	RC
Recreation Center, Mira Mesa	8575 New Salem St.	10,825	RC
Recreation Center, Scripps Ranch Community	11456 Blue Cypress Dr.	6,170	RC
Recreation Center, Gym, Scripps Ranch Community	11454 Blue Cypress Dr.	12,078	RC

Facility Description 000523	Address	Sq Ft	Facility Type
Recreation Center, Tierrasanta(Old)	11220 Clairemont Mesa Blvd.	1,496	RC
Recreation Center, Tierrasanta	11220 Clairemont Mesa Blvd.	17,000	RC
Recreation Center, Allied Gardens	5155 Greenbrier Rd.	10,585	RC
Recreation Center, San Carlos	6445 Lake Badin Ave.	10,800	RC
Recreation Center, Ocean Beach	4726 Santa Monica Ave.	12,918	RC
Recreation Center, Presidio	2811 Jackson St.	8,527	RC
Recreation Center, Pacific Beach	1405 Diamond St.	12,800	RC
Recreation Center, Santa Clara Point	1008 Santa Clara Pl.	5,032	RC
Recreation Center, Robb Field	2525 Bacon St.	4,800	RC
Recreation Center, Cabrillo	3051 Canon St.	2,000	RC
Recreation Center, Southcrest	4199 Keeler Ave.	10,272	RC
Recreation Center, Memorial	2902 Marcy Ave.	13,060	RC
Recreation Center, South Bay	1885 Coronado Ave.	7,714	RC
Recreation Center, Silverwing	3737 Arey Dr.	2,095	RC
Recreation Center, Stockton	330 32nd St.	1,200	RC
Community Activity Center, San Ysidro	179 Diza Rd.	14,309	RC
Recreation Center, Montgomery-Waller	3020 Coronado Ave.	10,845	RC
Community Center, Cesar Chavez (Larson Field)	455 Sycamore Road	9,655	RC
Recreation Center, Mountain View Community (New)	641 S. Boundary Street	18,000	RC
Recreation Center, Colina Del Sol	5319 Orange Ave.	15,440	RC
Recreation Center, North Park(001334)(001063)	4044 Idaho St.	12,064	RC
Recreation Center, Golden Hill	2600 Golf Course Dr.	10,503	RC
Recreation Center, North Park, Craft & Social Room	4044 Idaho	1,706	RC
Recreation Center, Azalea	2596 Violet Ave.	2,678	RC
Recreation Center, North Park, Teen Center & Game Room	4044 Idaho St.	1,590	RC
Oneira Club (L)	4649 Hawley Blvd.	4,221	RC
Recreation Center, Adams	3491 Adams Ave.	2,362	RC
Gymnasium, Mid City Community	4302 Landis St.	10,000	RC
Recreation Ctr, Pool & Comf Sta. City Hts. (Urban Village)	4380 Landis Street	8,833	RC
Recreation Center, Encanto	6508 Wunderlin Ave.	10,503	RC
Recreation Center, Paradise Hills	6610 Potomac St.	12,585	RC
Mountain View Teen Ctr. (Old Recreation Center)	551 South 40th St.	1,922	RC
Recreation Center, SouthEast Sports Field	1035 South 45th St.	2,390	RC
Recreation Center, Martin Luther King	6401 Skyline Dr.	15,088	RC
Recreation Center, Penn Athletic Area	2550 Dusk Dr.	2,880	RC
Recreation Center, Skyline	8285 Skyline Dr.	10,800	RC
Handball Court, Standley	3585 Governor Dr.	1,764	RC
Park, Pioneer, Grant School Grounds	1425 W. Washington Pl.	1,806	RC
Annex, Ocean Beach Athletic Area, Jim Howard Hall (L)	2521 Bacon St.	2,152	RC
Senior Center, La Jolla	1160 Coast Blvd.	1,045	SC
Senior Center, Florence Riford (L)	6811 La Jolla Blvd.	6,500	SC
Clairemont Friendship Center (L)	4425 Bannock Ave.	8,194	SC
Senior Center, Rancho Bernardo, Joslyn (L)	18402 W. Bernardo Dr.	7,500	SC
Senior Center, Mira Mesa	8460 Mira Mesa Blvd.	3,672	SC
Soledad Club (L)	5050 Soledad Rd.	8,420	SC
Senior Center, Southcrest	#40th & Newton	5,170	SC

Facility Description	Address	Sq Ft	Facility Type
000524			
Senior Center, San Ysidro	125 East Park	2,787	SC
Senior Center, Memorial	610 South 30th St.	1,349	SC
Senior Center, Paradise	1880 Logan Ave.	800	SC
Clubhouse & Shuffleboard, Golden Hill	2600 Golf Course Dr.	1,242	SC
Adult Center, E. San Diego (L)	4077 Fairmount Ave.	2,280	SC
Clubhouse, Senior Citizen, Morley Field (L)	#Morley Field, Balboa Park	1,548	SC
Senior Center, N. Park Community Adult	2719 Howard Ave.	1,706	SC
Senior Center, Encanto	6555 Broadway Ave.	1,219	SC
Neighborhood House, Senior Center	795 South Boundary St.	6,265	SC
George Steven Senior Center	570 South 65th Street	11,360	SC
Clubhouse, Shuffleboard, Memorial Park	610 S. 30th St.	1,166	SC
Museum, Timken Art Gallery (L)	1500 El Prado	13,416	PB
Palisades Building, Recital Hall & Puppet Theatre	2130 Pan American Plaza	20,000	PB
Fire Alarm Building,	#8TH Ave. & Cobblestone Dr.	6,016	PB
Casa Del Prado & Theatre (L)	1650 El Prado	109,170	PB
Office, Museum Of Man	1300 El Prado	16,609	PB
Botanical Building	1550 El Prado	14,460	PB
Theatre, Balboa Park Bowl, Starlight, (L)	2005 Pan American Plaza	3,772	PB
Museum, Aerospace (L)	2001 Pan American Plaza	95,900	PB
Theatre, Cassius Carter Stage	1363 Old Globeway	2,225	PB
Tower, California (L)	1350 El Prado	20,224	PB
Hall Of Champions, Gymnasium, Federal Building (L)	2131 Pan American Plaza	24,864	PB
Theatre, Old Globe (L)	1363 Old Globeway	6,125	PB
Old Curio Shop (Old Globe Offices) (L)	1363 Old Globeway	2,554	PB
Museum Of Man (L)	1350 El Prado	32,289	PB
Museum Of Art (L)	1450 El Prado	38,483	PB
Museum, Natural History (L)	1788 El Prado	56,340	PB
United Nations Building (L)	2171 Pan American Pl.	2,110	PB
Museum, San Diego Auto & Conference Building (L)	2080 Pan American Plaza	38,180	PB
Casa De Balboa/Electric Building (L)	1649 El Prado	116,500	PB
Theatre, Rueben H. Fleet Space (L)	1875 El Prado	42,560	PB
House Of Charm & Mingei Museum & Old Globe Theater (L)	1439 El Prado	75,000	PB
House Of Hospitality, Includes Cafe (L)	1549 El Prado	56,245	PB
Theater, Lowell Davis Festival (L)	1400 Old Globe Way	4,515	PB
Concessions, Balboa Park (L)	#Village Pl. & Old Globe Way	1,728	PB
Clubhouse, Tennis Lounge/Concession (L)	#Morley Field Dr., Balboa Pk	2,524	PB
Clubhouse, Redwood Club, Shuffleboard & Roque (L)	3111 6th Ave.	3,400	PB
Clubhouse, Lawn Bowling (L)	2525 6th Ave.	840	PB
Comfort Station, Auto Museum & Conference	2080 Pan American Pl.	1,050	PB
House Of Pacific Relations, Italy & Hall Of Nations L)	#Pan American Place	4,736	PB
Gymnasium, Municipal	2111 Pan American Plaza	28,000	PB
Balboa Park Club	2150 Pan American Rd. W.	24,309	PB
House Of Pacific Relations, Czechoslovakia (L)	#Pan American Plaza	832	PB
House Of Pacific Relations, Finland (L)	#Pan American Plaza	434	PB
House Of Pacific Relations, England (L)	#Pan American Plaza	594	PB
House Of Pacific Relations, Germany (L)	#Pan American Plaza	448	PB

000525

Facility Description	Address	Sq Ft	Facility Type
House Of Pacific Relations, France/ Phillipine (L)	#Pan American Plaza	476	PB
House Of Pacific Relations, Israel (L)	#Pan American Plaza	673	PB
House Of Pacific Relations, Norway (L)	#Pan American Plaza	686	PB
House Of Pacific Relations, China (L)	#Pan American Plaza	640	PB
House Of Pacific Relations, Poland (L)	#Pan American Plaza	596	PB
House Of Pacific Relations, Sweden (L)	#Pan American Plaza	596	PB
House Of Pacific Relations, Ireland (L)	#Pan American Plaza	478	PB
House Of Pacific Relations, Denmark (L)	#Pan American Plaza	558	PB
House Of Pacific Relations, Ukraine/Russia (L)	#Pan American Plaza	600	PB
House Of Pacific Relations, U.S.A. (L)	#Pan American Plaza	456	PB
House Of Pacific Relations, Scotland (L)	#Pan American Plaza	444	PB
Tank, Cultural De La Raza, North Pepper Grove (L)	#N. Pepper Grove	9,750	PB
Tank, World Beat, South Pepper Grove (L)	#S. Pepper Grove	9,750	PB
Spanish Village #1, Studios 1 - 6 (L)	1770 Village Pl.	3,350	PB
Spanish Village #2, Mineral & Gem Society Studio (L)	1770 Village Pl.	2,200	PB
Spanish Village #3, Studios 30 - 41 (L)	1770 Village Pl.	4,205	PB
Spanish Village #4, Studios 20 - 29 (L)	1770 Village Pl.	5,370	PB
Spanish Village #5, Studios 12 - 19 (L)	1770 Village Pl.	4,624	PB
Spanish Village #6, Studios 7 - 10 (L)	1770 Village Pl.	3,395	PB
Photo Arts Building (L)	1780 Village Pl.	1,764	PB
Veteran's War Memorial	3325 Zoo Drive	21,000	PB
Clubhouse & Shuffleboard, Balboa	2225 6th Ave.	960	PB
Organ Pavilion	2211 E. Pan American Rd.	12,104	PB
Parks, Administration, (Old Naval Hospital #1)	2125 Park Blvd.	0	PB
Parks, Old Naval Hospital Library #8	1785 Stitt Ave.	0	PB
Veteran's Memorial Center & Museum (L)	2115 Park Blvd.	0	PB
House Of Pacific Relations, Hungary/Czechoslovakia (L)	#Pan American Plaza	936	PB
Activity Center, Balboa Park	2145 Park Blvd.	32,800	PB
<b>Estimated total Sq Ft</b>		<b>3,111,867</b>	

**ATTACHMENT II****ON-SITE FACILITY CONDITION INSPECTION GUIDELINES**

An on-site condition assessment will be conducted for each facility identified on **Attachment I**. The primary goal of the on-site assessment will be to identify all maintenance, repair, and replacement requirements. The following guidelines will be followed by the contractor:

- 1.0 The assessment team(s) will provide and utilize the appropriate hand tools in order to determine the conditions of the components/systems.
- 2.0 The on-site assessment will be performed using both component-level and system-level inspection methods. The assessment team(s) will evaluate and document each asset to determine whether there is sufficient evidence to warrant complete replacement of the system, or if repairing only portions of the system is preferable. For example, an assessment may indicate the need to replace the entire roof of a facility, instead of repairing various sections. The final report will contain a description and discussion of each asset inventoried, with or without deficiencies, and provide a summary as to the overall condition of the asset with recommendations.
- 3.0 The on-site assessment will include entering accessible crawl spaces, and attic spaces. Crawl spaces and attic spaces, which have suspected environmental hazards, will not be entered until the type of contamination has been identified under a separate contract. Information regarding areas of known contamination will be provided to the contractor as it becomes available.
- 4.0 Items that are considered urgent (endangering life and/or property, etc.) will be appropriately marked on the assessment reports and immediately brought to the client's attention.
- 5.0 If the visual inspection of a component indicates the need for an in-depth study, analysis, or specialized inspection, the cost of the recommended specialized inspection will be included in the report. However, the performance of such inspections will not be included in this scope of work.
- 6.0 The contractor will not be responsible for the assessment of Plant Property (equipment). In general, Plant Property refers to equipment that is not an integral part of a building or structure, such as testing equipment, shop/production equipment, office equipment and furniture.

ATTACHMENT IIIMAJOR SYSTEMS

The primary goal of the on-site assessment will be to identify all maintenance, repair, and replacement requirements. In addition to identifying requirements per facility the assessment needs to classify requirements by major systems. This will allow the asset manager to formulate maintenance and repair programs based on common system components across facilities (e.g. a roofing program).

Field data will be collected by facility and reflect all conditions of all to items noted under primary structure and service systems below.

<u>Primary Structure</u>	<u>Service Systems</u>
<i>X foundation system</i>	<i>X heating</i>
<i>X column/exterior wall</i>	<i>X cooling</i>
<i>X roof/flashings system</i>	<i>X ventilating</i>
<i>X glazing and weather seal</i>	<i>X electrical (service &amp; distribution)</i>
	<i>X electrical (lighting &amp; power)</i>
	<i>X building control systems</i>
	<i>X fire suppression system</i>
	<i>X fire and smoke detection and alarm</i>
	<i>X conveying systems</i>
	<i>X other service systems</i>



**ATTACHMENT IV****FACILITY CONDITION ASSESSMENT DATABASE**

Using the data collected during the on-site facility condition assessment, the contractor will provide a database of all maintenance, repair, and replacement costs. The contractor will identify and categorize all conditions and deficiency with as much information as can be effectively associated with each detailed item. All conditions and deficiencies will be categorized by priority year, deficiency type, work type, system code, and more. The following guidelines will be followed by the contractor:

**1.0 PARENT AND COMPONENT ASSETS**

In an effort to align the condition assessment process with computerized maintenance management systems (CMMS), the contractor will provide the ability to capture condition assessment information on assets such as major equipment (component assets) within the facilities (parent assets). The information will be used to assess the condition of the individual asset, as well as the condition of the facility that it serves.

**2.0 REPORTING CAPABILITIES**

The condition assessment report package will contain the following components: Facility Identification - description and location information as provided by the City of San Diego.

- 2.1 Asset Description - A detailed description of each facility, including a summary of the major deficiencies classified by inspection type.
- 2.2 Photographs - Integrated digital photographs of each facility and each major deficiency.
- 2.3 Facility Work Type Summary - A summary of the total costs for a facility by type of work.
- 2.4 Facility System Summary - A summary of the total costs for a facility by building system.
- 2.5 Facility Inspection Details - A separation of the detailed deficiencies into four inspection type sections:
  - 2.5.1 Structural
  - 2.5.2 Electrical
  - 2.5.3 Mechanical
  - 2.5.4 Roof

- 2.6 Within each inspection type, deficiency information includes:

- 2.6.1 Priority Year/Scheduled Year
- 2.6.2 System Code
- 2.6.3 Deficiency Type
- 2.6.4 Work Type
- 2.6.5 Quantity
- 2.6.6 Unit of Measure
- 2.6.7 Craft Code
- 2.6.8 Labor Hours
- 2.6.9 Labor Cost
- 2.6.10 Material Cost
- 2.6.11 Total Cost
- 2.6.12 Reference Number
- 2.6.13 Description
- 2.6.14 Asset Locations (by inspection type) - Each component asset will be cross-referenced to an Owner-provided AutoCAD® or similar characteristics type software or hard copy location plan.
- 2.6.15 Multi-Year Repair Plan - A Multi-Year Repair Plan will be generated from the deficiency information, including projects developed during analysis of facility condition information. The plan will forecast all work required to maintain and repair facilities unconstrained by current funding limitations.
- 2.6.16 Annual Work Plan - An Annual Work Plan will reflect all the deficiencies listed for the current and next year.

## ATTACHMENT V

**ANALYSIS & PRESENTATION OF FACILITY CONDITION INFORMATION**

The contractor will evaluate the information generated from the condition assessment data to determine trends and comparisons. The information will include incorporation of data from outside sources (such as special studies or construction items) if so directed. The contractor will apply soft costs to the information generated from the condition assessment based on the client's current processes and methodology. The contractor will provide an expanded evaluation and analysis for the following areas:

**1.0 EXPANDED EVALUATION AND ANALYSIS**

- 1.1 Deficiency costs summarized by work type across all facilities.
- 1.2 Deficiency costs summarized by building system across all facilities.
- 1.3 Multi-year annual cost total for each facility.
- 1.4 Facility comparisons of costs, conditions, and average cost per unit of measure.
- 1.5 Prioritized ranking of deficiencies and projects, including the potential to show those within the available funding.

**2.0 PROJECTIONS AND ANALYSIS**

The contractor will provide the following projections and analyses:

**2.1 Facility Condition Index**

The contractor's analysis will include the calculation of the facility condition index (FCI) for each building in the client's portfolio. An FCI will provide a simple measure of the relative condition of a facility. The FCI is the ratio of the cost of the backlog to the current replacement value.

$$FCI = \frac{\text{Cost of Backlog}}{\text{Current Replacement Value}}$$

Typically, costs for component renewal or capital improvement items are not included in the FCI. The work types included within the FCI shall be client definable. This index will provide a simple, valid, and quantifiable indication of the relative condition of a facility or group of facilities for comparisons with other facilities or groups of facilities.

## **2.2 Backlog and Funding Projections**

The contractor will provide a method to analyze the maintenance backlog projections based on defined funding levels and recommend appropriate funding levels to reduce the maintenance backlog. The choice of an appropriate funding level cannot be determined solely through the estimation of short-term and long-term facility renewal needs. The lack of funds to launch an optimal facility renovation and/or repair program has created the necessity for a more modest facility renewal program. In order to have a solid understanding of the impact of a particular funding level on the overall facility conditions, a Backlog Projection Model will be used to project the level of deferred maintenance backlog that will result from an assumed funding level. The Funding Projection Model will predict annual funding levels required to obtain a desired level of backlog.

## **2.3 Life Cycle Analysis for Component Renewal**

The contractor will utilize life cycle analysis to develop component renewal costs. A facility's useful life is limited by the durability of its systems, and generally does not fail as a whole but as individual components or systems. Building components will be evaluated based on their individual life cycles determined by an evaluation of the age and condition. The renewal cost for the components will be computed and identified by renewal year. The contractor will report the life cycle costs at the component-level, building-level, and provide a grand total for the client's portfolio.

A condition assessment is valuable only if: (1) the data accurately reflects the funding needs for each facility, and (2) the information system provides a tool for all levels of an organization to develop and execute a strategic plan. With this in mind, the contractor will present the findings through the report, with facility-specific graphs and charts. The charts and graphs will provide a visual representation of the condition assessment data in order to assist in understanding the scope of the funding needs.

**ATTACHMENT VI****FACILITY CONDITON INFORMATION SYSTEM (FCIS)**

The successful firm shall provide the City with a means to update information for continued use in identifying deficiencies and developing maintenance, repairs, rehabilitation, and capital replacement projects. The scope includes an initial assessment of approximately 390 structures encompassing an estimated 3,111,867 square feet.

The City currently uses an information system that is a multi-user database system written in Microsoft® Visual FoxPro™. It provides a management tool capable of projecting maintenance and capital budgets for assets using data from visual assessments or other studies. The information system is a fully integrated software package, not merely a database and its associated management software. It is a completely self-contained application, so the client does not need database administration support. It contains its own flexible report generator that does not require purchase of a third party report writer. All data collected must be compatible with this existing system or be structured (fields aligned) such that the data can be incorporated into this system.

**1.0 EASE OF USE**

The information system is designed for use by personnel familiar with, but not expert in, Microsoft Windows™ based applications. It is menu-based and displays self-explanatory messages to remind the user of certain constraints and ensures the user is aware of the implications of certain actions.

**2.0 REPORTING**

The system provides the capability to retrieve data in a format that is easy to analyze and understand. The system will provide two report formats: standard reports and graphic reports. Standard reports will range from lists of detailed individual deficiencies or projects, to summarized cost information by asset or across all assets as a multi-year plan. The system will be capable of exporting report data to other applications in a number of formats including standard delimited or comma delimited (ASCII), Xbase database (.dbf), or Excel (.xls). Each report will also allow filtering for criteria such as asset age, building system/component, work category, cost, and completion status. In addition, each report will allow sorting by various criteria. The user will be able to remove categories of data from the reports. The combination of filters, user specified sorts, and data category removal will provide ad-hoc query capability. The system will provide presentation quality graphical reports of the condition analysis data. The graphics package will have options to allow the user to customize the data shown by the graph using the same selection criteria as other

reports. Additionally, the system will have the capability of producing various types of graphics such as pie charts, bar graphs, and line graphs.

### **3.0 DATE LIBRARIES**

Information used to classify or categorize assets, deficiencies, and projects (i.e., building systems, asset usage, etc.) will be contained in library files that can be modified by a user with the proper security privileges. In addition, labor rates will be maintained in a library so the client can make changes as local labor rates change. During the planning phase, the contractor will assist the client in determining values for all libraries. The contractor will provide the client with a standard pricing table that will contain the unit costing information, as well as standardized maintenance and repair actions. The cost database will be easy to use and will allow the client to modify, add, and delete items in order to tailor costs to the local area.

### **4.0 UTILITIES**

The information system will provide the client with several utilities depending on a user's access privileges. The system will maintain an access profile for each user to ensure that certain features will only be accessed by the appropriate users. Basic system utilities will be provided such as file maintenance, (the ability to index and pack the database) and user access, as well as utilities specific to condition assessment data such as Pricing Table Maintenance, Adjust Material Costs, and Parameters.

### **5.0 ASSET INVENTORY**

Asset inventory information will include those details necessary for maintaining condition information and managing the work that will be required to improve the assets' conditions. These details will include contact information, current replacement value, age, and other specifications. Documents, photographs, and AutoCAD® drawings showing child asset locations will be linked to assets.

### **6.0 DEFICIENCIES**

The detailed data collection information will be reviewed, modified, and summarized or analyzed to support maintenance management decisions. The data will include photographs for major deficiencies. For standard corrective actions included in the pricing table, the system will automatically calculate the cost. The cost will include labor craft(s), labor hours, labor cost, and material cost. The costs will be available at the deficiency level as well as the individual craft level (if this deficiency requires more than one craft, such as a painter and a plasterer). The system will also allow entry of deficiencies that are not based on

the pricing table, or modification of costs to accommodate unusual situations such as restricted or confined access or uncommon materials. In addition, the system will maintain completion status information for each deficiency. The system will have the capability of selecting contractor or in-house labor for each corrective action based on threshold funding or lack of in-house expertise.

## **7.0 PROJECTS**

The system will provide the capability to build projects based on individual deficiencies, external information, or a combination of the two. The system will also allow additional costs (soft costs) to be maintained within the project module. Additional costs may include design, construction inspection, overhead, etc. The costs may be flat rate or percentage rate values and will be applied to the estimated cost of the project, resulting in the total project cost. Deficiencies attached to projects will retain their identity so that the results of the assessment will be maintained.

## **8.0 RANKING**

The system will assign a ranking within a scheduled year to each deficiency based on the mission rating of its associated asset, the weighting of the associated building system in the asset, and the cost of outstanding maintenance requirements as compared to the replacement value of the facility. This ranking will allow the user to develop an execution plan that considers factors such as constrained funding, but still corrects critical deficiencies and projects. The system will provide initial default values for these ratings and will allow a user to modify the defaults or adjust ratings for individual facilities. Projects will be ranked based on user input. This will increase the flexibility of project execution, since projects may encompass a wide variety of deficiencies and other actions.

## **9.0 BACKLOG AND FUNDING PROJECTION MODEL**

The system will feature the backlog and funding projection model developed by the contractor. This model will be used either to project the level of deferred maintenance backlog that will result from an assumed funding level or predict funding levels needed to obtain a desired backlog level. It will use the current replacement value of all real property assets as maintained in the system asset inventory, backlog levels based on current uncorrected deficiencies and/or projects as maintained in the system database, and user estimated annual rates for plant growth, inflation, backlog deterioration, and plant deterioration. The system will develop various scenarios to depict theoretical annual funding and backlog levels. The user will have the ability to input a theoretical backlog and current replacement value for all real property.

**10.0 INTERFACES**

The database will be capable of access using Open Database Connectivity (ODBC) drivers, available either separately or as part of any ODBC compliant application package such as Microsoft Access. The contractor will provide full data documentation such as a data dictionary and relationship information to enable the client to develop programming to access the data. In addition, the contractor will provide low cost solutions for more tightly integrating applications and databases.

**11.0 WEB ACCEESS**

The information system will be designed to be fully accessible through the Internet. Web implementation for the software will be based upon ease of use, broad general accessibility, and low operating costs. There should be no restrictions on functionality provided with Internet access; the complete application should be available rather than a scaled down version.

**12.0 TRAINING AND DOCUMENTATION**

The contractor will provide a training class to introduce potential users to the information system. This will allow the users to become familiar with the product and to experience hands-on manipulation of the application in a training environment. A training manual will also be provided for self-guided training sessions and a user's guide will describe all functions available within the system.

**13.0 TECHNICAL SUPPORT**

The contractor will provide system upgrades as enhancements are incorporated into the application. The contractor will also provide phone support for users of this system at no additional cost.



# **TASK ORDER AUTHORIZATION FOR PROFESSIONAL SERVICES [TASK ORDER]**

**Consultant:**

**Agreement:**

**Task Order No.:**

**Date:**

Pursuant to the Terms and Conditions of the Agreement referenced above and incorporated into this Task Order, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional, technical, and supporting personnel required by this Task Order.

**Part A**

**Scope of Services**

- 1.1 Professional Services rendered under this Task Order shall be performed in accordance with the Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as more fully set forth below. If necessary, the Scope of Services may be more fully described on one or more separate sheets and attached to this Task Order.

**Part B**

**Task Order Compensation**

City shall pay Consultant for the Professional Services required by this Task Order in accordance with Article III of the Agreement and in an amount not to exceed \$ \_\_\_\_\_.

The estimated cost of the Scope of Services is \$ \_\_\_\_\_.

**Part C Personnel Commitment**

The Scope of Services shall be performed by Consultant's personnel in the number and classifications required by City.

**Part D Time Sequence**

All Professional Services to be performed under this Task Order shall be completed by \_\_\_\_\_, and as set forth in the Scope of Services.

**City of San Diego**

**Consultant**

Recommended For  
Approval:

I hereby acknowledge receipt and acceptance of this  
Task Order for:

Approved By:

By:

Name:  
(Type)

Title:

Date:

## EXHIBIT C

## COMPENSATION AND FEE SCHEDULE

1	Project Mobilization / Start Up. Includes project deliverables outlined in Paragraphs 4.1 & 4.2 of the Scope of Services. (Project Planning; Project Scheduling; QC/QA Program and Assessment Team Training; Pilot Assessment (3 - Buildings).	\$ 98,000.00
2	Facility Condition Assessment Field Data Collection. Includes project deliverables outlined in Paragraph 4.3 & 4.6 of the Scope of Services. (To be billed monthly based on Building sq/ft Assessed)	\$ .15 sq/ft
3	Facility Condition Assessment Reports. Includes project deliverables outlined in Paragraph 4.3 & 4.6 of the Scope of Services. (To be billed monthly based Building sq/ft Assessed)	\$ .05 sq/ft
4	Facility Condition Assessment Comprehensive Plan. Includes the following project deliverables outlined in Paragraphs 4.3, 4.4, 4.5 in the Scope of Services. (To be billed monthly based Building sq/ft Assessed)	\$ .03 sq/ft
5	Assessment Training of up to 6 (Six) City of San Diego employees. Include project deliverables outlined in Paragraph 4.7 of the Scope of Services.	\$ 10,000.00

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONTRACTOR REQUIREMENTS**

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**I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

**II. Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

**A. Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

**B. Contract Language.** The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

**IV. Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

**A. Subconsultant Participation Level**

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is

attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Proposers are required to submit the following information with their proposals:
  - 1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
  - 2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
  - 3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
  - 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
  - 1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
  - 2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.

3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

A. Subconsultants List. The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.



**VIII. Certification.**

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

**IX. List of Attachments.**

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*

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THE CITY OF SAN DIEGO  
 EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
 1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101  
 PHONE: (619) 533-4464 • FAX: (619) 533-4474

### WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

### CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: **Parsons Commercial Technology Group Inc. (Parsons)**

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): **4701 Hedgemore Drive**

City: **Charlotte** County: **Mecklenberg** State: **North Carolina** Zip: **28209**

Telephone Number: **(704) 529-6246** Fax Number: **(704) 529-0374**

Name of Company CEO: **Michael Walsh**

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: **100 West "A" Street, Suite 1050**

City: **San Diego** County: **San Diego** State: **CA** Zip: **92101**

Telephone Number: **(619) 687-0400** Fax Number: **(619) 687-0401**

Type of Business: **Consulting** Type of License: **Corporate**

The Company has appointed: **Debra Fiori**

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: **4701 Hedgemore Drive, Charlotte, NC 28209**

Telephone Number: **(704) 558-4008** Fax Number: **(704) 558-4130**

For Firm's: ☐ San Diego Work Force and/or ☒ Managing Office Work Force

I, the undersigned representative of

**Parsons Commercial Technology Group Inc.**

(Firm Name)

**Mecklenberg**

(County)

**North Carolina**

(State)

Hereby certify that information provided herein is true and correct. This document was executed on this day of **May 7, 2008**

*William Turner*

(Authorized Signature)

William Turner

(Print Authorized Signature Name)

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## WORK FORCE REPORT - Page 2

NAME OF FIRM: Parsons Commercial Technology Group Inc.DATE: 5/7/08

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black  
 (2) Latino, Hispanic, Mexican-American, Puerto Rican  
 (3) Asian, Pacific Islander  
 (4) American Indian, Eskimo  
 (5) Filipino  
 (6) Caucasian  
 (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial	23	6	27	1	47	6	2	1	0	0	523	61	0	0
Professional Specialty	13	15	17	12	23	11	2	1	0	0	256	137	0	0
Engineers/Architects	7	1	19	7	31	12	0	0	0	0	168	34	0	0
Technicians and Related Support	112	36	69	20	35	3	3	0	0	0	428	109	3	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support/Clerical	4	22	3	16	0	8	0	0	0	0	23	151	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Precision Production, Craft and Repair	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Machine Operators, Assemblers, Inspectors	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation and Material Moving	1	0	0	0	0	0	0	0	0	0	2	0	0	0
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

\*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN	160	80	135	56	136	40	7	2	0	0	1400	492	3	0
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GRAND TOTAL ALL EMPLOYEES	2,511													
---------------------------	-------	--	--	--	--	--	--	--	--	--	--	--	--	--

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED												1		
----------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														



## CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county*

### **Exhibit: Work Force Report Job categories**

Refer to this table when completing your firm's Work Force Report form(s).

#### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

#### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

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### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

### Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations

Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

### Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

### Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

### Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

000549

# Multi-Cultural Contractors Group

December 5, 2007

To whom it may concern:

We are committed to working with Parsons on the City of San Diego As- Needed Facilities Condition Assessments for Building & Associated Infrastructure for The City of San Diego General Services Department.

Our Consultant List consist of three (3) trades: ( also see attachment BB),

**Mechanical:**

Stan Robinson  
Comfort Zone  
PO Box 1686  
Spring Valley CA 91979

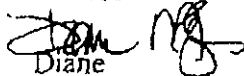
**Electrical**

Andre Johnson  
Johnson Electric  
7107 Broadway Suite 203  
Lemon Grove CA 91945

**General Contractor**

Joseph Charles  
American Horizon  
7107 Broadway Suite 224  
Lemon Grove CA 91945

Thanks



Diane  
MCCG Office Manager

1810 Gillespie Way Suite 204  
El Cajon CA 92020  
Tel: 619-596-0105  
Fax: 619-596-0109

000550



## American Horizons, Ltd.

General Contractors

7107 Broadway #224 Lemon Grove, CA 91945

Phone / Fax (619) 527-4020

December 5, 2007

Multicultural Contractors Group  
1810 Gillespie Way  
El Cajon, Ca. 92020

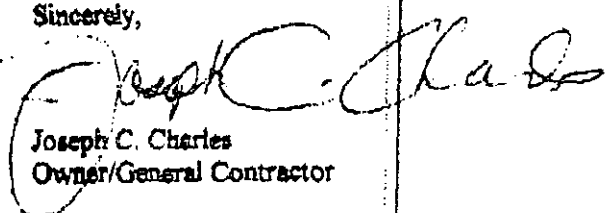
Dear Mr. Laster,

I am committed to being on the team for the Facilities Assessment Program for the City of San Diego. I will be happy to perform the general contracting duties for the Facilities Assessment Team. American Horizons, Ltd. has worked exclusively in San Diego for the last thirty years. We have extensive contracting experience in both commercial and residential buildings. Our experience includes the following:

- . Custom built homes - San Diego, Lemon Grove and La Jolla
- . Four apartment buildings- San Diego
- . Three office building remodels- San Diego
- . Two nursing home remodels- El Cajon
- . Warehouse remodel, San Ysidro

American Horizons, Ltd. has the reputation of completing jobs on time and satisfying our customers. We have both the ability and the work ethic to perform any job we are awarded in a professional manner.

Sincerely,

  
Joseph C. Charles  
Owner/General Contractor

000551

**COMFORT ZONE AIR CONDITIONING & HEATING SVC INC.**

---

PO Box 1686  
Spring Valley CA 91979  
619 660-9371  
Fax: 619 660-9373  
CZone119@aol.com  
License# S15941-C-20 /B

12-5-2007

Rickey Laster, President  
Multi-Cultural Contractors Group

Mr. Laster

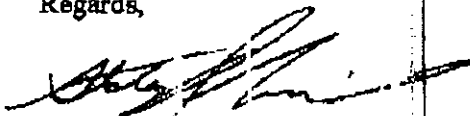
I am committed to working with the team on the Assessment Program for the Mechanical HVAC systems for the City of San Diego.

Comfort Zone has worked with the City of San Diego numerous projects over the past years. We also had the opportunity to work with Parson at the San Diego International Airport, Terminal 2.

We look forward to be working with all parties on this project.

If you have any questions please call

Regards,



Stan Robinson  
President



000552

## Johnson Electric

Melvin Johnson, Office: (619) 203-4200 Fax: (619) 271-3477  
7107 Broadway Ste. 203 Lemon Grove, CA 91945

December 6, 2007

Multi-Cultural Contractors Group  
Rev. Rickey Laster, President

Mr. Laster,

I Melvin Andre Johnson, am committed to working with the team on the City of San Diego Facilities Condition Assessments for Buildings and Associated Infrastructure.

Please see attachment for experience.

We look forward to working with the team and all parties involved for this project. Should you have any questions, please don't hesitate to call.

Regards,

  
Melvin Johnson



000554

EXHIBIT E

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE:** As-Needed Facilities Condition Assessments for Buildings & Associated Infrastructure \_\_

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

PARSONS COMMERCIAL TECHNOLOGY GROUP INC.

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed William Turner

Printed Name: William Turner

Title Senior Vice President

Date May 7, 2008

**DETERMINATION FORM****CONFLICT OF INTEREST CODE:  
DETERMINATION OF APPLICABILITY TO CONSULTANT**

Name of Consultant &amp; Company:

**Ed Caillouette, Officer-in-Charge, PARSONS  
COMMERCIAL GROUP INC.**

Consultant Duties:

**H084166, As-Needed Facilities Condition Assessments for  
Buildings & Associated Infrastructure, Term of contract shall .  
be twenty four (24) months**

Disclosure determination:

  X   Consultant will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. No disclosure required.

       Consultant will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B attached. Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law.

       Disclosure required to the broadest level.

       Disclosure required to a limited extent:

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By:

Mike Threadgill  
[City of S.D. Project Manager's Printed Name AND Signature]

05-08-08

[Date]

- \*Forward a copy of this form to the Consultant to notify them of the determination.
- \*Forward a copy of this form to the City Clerk's office to go on file for reporting purposes.

## **DETERMINATION FORM**

### **ATTACHMENT TO DETERMINATION FORM - DEFINITION OF "CONSULTANT"**

A "consultant" is an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

000557

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

Rev. 6/27/06

CITY OF SAN DIEGO, CALIFORNIA  
**COUNCIL POLICY**

SUBJECT: SUSTAINABLE BUILDING POLICY  
POLICY NO.: 900-14  
EFFECTIVE DATE: May 20, 2003

BACKGROUND:

Existing buildings and the building development industry consume nearly half of the total energy used in the United States. The City of San Diego's commitment to become increasingly efficient with resources, including energy, water, and materials associated with construction projects, is demonstrated in Council Policy 900-14 "Green Building Policy" adopted in 1997, Council Policy 900-16 "Community Energy Partnership," adopted in 2000, and the updated Council Policy 900-14 "Sustainable Buildings Expedite Program" adopted in 2001.

On April 16, 2002, the Mayor and City Council adopted CMR 02-060 which requires City projects to achieve the U.S. Green Building Council's LEED silver standard for all new buildings and major renovations over 5,000 square feet. This places San Diego among the most progressive cities in the nation in terms of sustainable building policies.

As a participant in the International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program, as a Charter member in the California Climate Action Registry and as an active member of the U.S. Green Building Council, the City of San Diego is committed to reducing greenhouse gas emissions by implementing more sustainable practices, including green building technologies.

PURPOSE:

The purpose of this policy is to reassert the City's commitment to green building practices in City facilities, and to provide leadership and guidance in promoting, facilitating, and instituting such practices in the community.

POLICY:

The following principles will be required for all newly constructed facilities and major building renovation projects for City facilities:

000559  
LEED (Leadership in Energy and Environmental Design):

The LEED (Leadership in Energy and Environmental Design) Green Building Rating System is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. Members of the U.S. Green Building Council representing all segments of the building industry developed LEED and continue to contribute to its evolution.

The City of San Diego is committed to achieving LEED "Silver" Level Certification for all new City facilities and major building renovation projects over 5,000 square feet.

SUSTAINABLE BUILDING MEASURES:

In addition to achieving LEED "Silver" Level Certification, Council Policy 900-14 encourages the following sustainable building measures for all newly constructed facilities and major renovation projects regardless of square footage:

1. Design and construct mechanical and electrical systems to achieve the maximum energy efficiency achievable with current technology. Consultants shall use computer modeling programs, (Energy Pro) to analyze the effects of various design options and select the set of options producing the most efficient integrated design. Energy efficiency measures shall be selected to achieve energy efficiencies at least 22.51% better than California's Title 24.2001 standards for both new construction and major renovation projects.
2. Incorporate self-generation using renewable technologies to reduce environmental impacts associated with fossil fuel energy use. Newly constructed City facilities shall generate a minimum of 10%, with a goal of 20% from renewable technologies (e.g., photovoltaic, wind and fuel cells).
3. Eliminate the use of CFC based refrigerants in newly constructed facilities and major building renovations and retrofits for all heating, ventilation, air conditioning and refrigerant-based building systems.
4. Incorporate additional commissioning and measurement and verification procedures as outlined by LEED 2.0 Rating System, Energy and Atmospheres, credit 3 and credit 5 for all projects over 20,000 sq. ft.
5. Reduce the quantity of indoor air contaminants that are odorous or potentially irritating to provide installer(s) and occupant(s) health and comfort. Low-emitting materials will include adhesives, paints, coatings carpet systems, composite wood and agri-fiber products.
6. In order to maximize energy efficiency measures within these requirements, projects will combine energy efficiency measures requiring longer payback periods, with measures requiring shorter payback periods to determine the overall project period.



7. Comply with the storm water development requirements in the Storm Water Management and Discharge Control Ordinance (Municipal Code § 43.03), and the City's grading and drainage regulations and implementing documents (MC § 142.01 and 142.02, respectively).

In addition to achieving the minimum sustainable building measure this Council Policy encourages the following measures be incorporated into newly constructed facilities and major renovation projects whenever possible:

1. Use high efficiency irrigation technology, drought tolerant native plants and recycled site water to reduce potable water for irrigation by 50%. Additionally, building water consumption should be reduced by 30%.
2. Limit disruption of natural water flows and minimize storm water runoff by minimizing building footprints and other impervious areas, increasing on-site infiltration, preserving and/or restoring natural drainage systems, and reducing contaminants introduced into San Diego's bays, beaches and the ocean.
3. Facilitate the reduction of waste generated by building occupants that is hauled to and disposed of in landfills. Provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling. Recycling should include paper, glass, plastic and metals at a minimum.
4. Incorporate building products that have recycled content reducing the impacts resulting from the extraction of new materials. Newly constructed City facilities shall have a minimum of 25% of building materials that contain in aggregate, a minimum weighted average of 20% post consumer recycled content materials.
5. Reduce the use and depletion of finite raw and long-cycle renewable materials by replacing them with rapidly renewable materials. Newly constructed City facilities should consider incorporating rapidly renewable building materials for 5% of the total building materials.
6. Establish minimum indoor air quality (IAQ) performance to prevent the development of indoor air quality problems in buildings, maintaining the health and well being of the occupants. Newly constructed City facilities will comply with IAQ by conforming to ASHRAE 62-1999.
7. City buildings will be designed to take the maximum advantage of passive and natural sources of heat, cooling, ventilation and light.

The Environmental Services Department, Energy Conservation and Management Division have been designated by this Council Policy as the clearing authority for issues relating to energy for the City of San Diego. The Energy Conservation and Management Division will enter into a Memorandum of Understanding with those City Departments who design, renovate and build new city owned facilities to insure all new City facilities reflect the intent of Council Policy 900-14.

000561  
PRIVATE-SECTOR/INCENTIVES:

It shall be the policy of the City Council to expedite the ministerial process for projects which meet the following criteria:

1. Residential projects that provide 50% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
2. Commercial and industrial projects that provide 30% of their projected total energy use utilizing renewable energy resources, (e.g., photovoltaic, wind and fuel cells).
3. Residential and commercial and industrial projects that exceed the State of California Title 24 energy requirements by:
  - a. 15% better than California's Title 24.2001 for Residential Buildings.
  - b. 10% better than California's Title 24.2001 for Commercial and Industrial Buildings.

It shall be the policy of the City Council to expedite the discretionary process for projects which meet the following criteria:

1. Incorporate the U.S. Green Building Council, Leadership in Energy and Environmental Design (LEED) 2.0 Rating System "Silver" Level Certification for commercial development projects.
2. Incorporate self-generation through renewable technologies (e.g., photovoltaic, wind and fuel cells) to reduce environmental impacts associated with fossil fuel energy use for commercial and industrial projects generating a minimum of 30% or more of the designed energy consumption from renewable technologies such as photovoltaic, wind and fuel cells.
3. Residential discretionary projects of 4 units or more within urbanized communities as defined in the Progress Guide and General Plan that provide 50% of their projected total energy use utilizing renewable energy resources.

HEALTH AND RESOURCE CONSERVATION:

1. Projects will be designed to avoid inflicting permanent adverse impact on the natural state of the air, land and water, by using resources and methods that minimize pollution and waste, and do not cause permanent damage to the earth, including erosion.
2. Projects will include innovative strategies and technologies such as porous paving to conserve water, reduce effluent and run-off, thus recharging the water table.
3. When feasible, native plants will be used in landscaping to reduce pesticide, fertilizer, and water usage.

000562

4. Buildings will be constructed and operated using materials, methods, mechanical and electrical systems that ensure a healthful indoor air quality, while avoiding contamination by carcinogens, volatile organic compounds, fungi, molds, bacteria, and other known toxins.
5. Projects will be planned to minimize waste through the use of a variety of strategies such as: a) reuse of materials or the highest practical recycled content; b) raw materials derived from sustainable or renewable sources; c) materials and products ensuring long life/durability and recyclability; d) materials requiring the minimum of energy and rare resources to produce and use; and e) materials requiring the least amount of energy to transport to the job site.

#### OUTREACH / EDUCATION:

1. An education and outreach effort will be implemented to make the community aware of the benefits of "Green Building" practices.
2. The City will sponsor a recognition program for innovative Green Building projects implemented in the public as well as private sector in an effort to encourage and recognize outstanding environmental protection and energy conservation projects.

#### IMPLEMENTATION:

The City will seek cooperation with other governmental agencies, public interest organizations, and the private sector to promote, facilitate, and implement Green Building and energy efficiency in the community.

#### LEGISLATION:

The City will support State and Federal legislation that promotes or allows sustainable development, conservation of natural resources, and energy efficiency technology.

#### REFERENCES:

Related existing Council Policies:

400-11, Water Conservation Techniques

400-12, Water Reclamation/Reuse

900-02, Energy Conservation and Management

900-06, Solid Waste Recycling

#### HISTORY:

Adopted by Resolution R-289457 11/18/1997

Amended by Resolution R-295074 06/19/2001

Amended by Resolution R-298000 05/20/2003

000563

# City of San Diego

## Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location and CIP No.):		2a. Name and address of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Budgeted Cost:		Phone (    ) _____	
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include division):		3b. Project Manager (address & phone):	
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)			
4. Design			
4a. Agreement Date: _____ Resolution #: _____ \$ _____			
4b. Amendments: \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant)			
4c. Total Agreement (4a. & 4b.): \$ _____			
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:  <div style="display: flex; justify-content: space-between;"> <div></div> <div>_____ %</div> <div>_____ %</div> <div>_____ %</div> <div>_____ %</div> <div>_____ %</div> <div>100 %</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Agreement</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Delivery</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Acceptance</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>	
5. Construction			
5a. Contractor _____		Phone (    ) _____	
(name and address)			
5b. Superintendent _____			
5c. Notice to Proceed _____ (date)		5f. Change Orders:	
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____	
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____	
		Changed Scope _____ % of const. cost \$ _____	
		Changes Quantities _____ % of const. cost \$ _____	
		Total Construction Cost \$ _____	
6. OVERALL RATING (Please ensure Section II is completed)			
6a. Plans/specification accuracy.....		Excellent	Satisfactory
Consistency with budget.....		_____	_____
Responsiveness to City Staff.....		_____	_____
6b. Overall Rating _____		_____	Poor
_____			
7. AUTHORIZING SIGNATURES			
7a. Project Manager _____		Date _____	
7b. Deputy Director _____		Date _____	

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adherence to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

## Section III

## SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as-needed.

Item \_\_\_\_\_:

Item \_\_\_\_\_:

Item \_\_\_\_\_:

Item \_\_\_\_\_:

Item \_\_\_\_\_:

Item \_\_\_\_\_:

(\*Supporting documentation attached yes \_\_\_\_\_ no \_\_\_\_\_)



**The City of San Diego**  
**Purchasing and Contracting Department**  
**Contractor / Vendor Registration**

Vendor ID:

(To be provided by City)

**Firm Information**

Firm Name:

Parsons Commercial Technology Group Inc.

Firm Address:

110 West "A" Street, Suite 1050

City:

San Diego

State:

CA

Zip:

92101

Phone:

619.515.5159

Fax:

(619)687-0401

Taxpayer ID:

94-3376767

Business License:

B2004001710

Website:

www.parsons.com

**Contact Information**

Name:

Ed Caillouette

Title:

Area Manager, Buildings Division

Email:

ed.caillouette@parsons.com

Phone:

619.515.5159

Cell:

619.818.4472

**Address to Which Bids or Contracting Opportunities Should Be Sent**  
**(If different from above)**

Check here if same from above

☒

Mailing Address:

City:

State:

Zip:

**Construction Licenses (If applicable)**

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:

**Product/Services Description:**

000566

The City of San Diego needs an inventory and assessment of approximately 3,722,000 square feet of the City's portfolio, including fire stations, lifeguard stations, recreation centers, libraries, comfort stations, senior centers, pools and other types of facilities.

This project will provide a comprehensive inventory and assessment of facilities to assist the City of San Diego in identifying the need for immediate repairs, preventative maintenance, deferred maintenance backlog, and capital replacement to develop a comprehensive asset management plan and develop future budgets.

**Product/Services Information:**

NAICS Codes:

541611

\*select from a list of available NAICS Codes either from the website <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only or from a hard copy available at Purchasing and Contracting

**Ownership Classification**

Classification:

\*

(\* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency: ☐

Certification #:

Agency:

Certification #:

Agency:

**Ownership Classification Codes:**

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

William Turner, Senior Vice President, of Parsons Commercial Technology Group Inc. (the "Corporation"), a Delaware corporation, is a duly elected and appointed officer of the corporation and holds full corporate authority to enter into any contracts or leases on behalf of the Corporation.

In Witness whereof, I have caused this instrument to be executed and the corporate seal to be hereunto affixed in the City of Los Angeles, California, U.S.A. on the 6th day of May 2008.

Parsons Commercial Technology Group Inc.

By: W. L. Millhone, Jr.

William L. Millhone, Jr.  
Assistant Secretary

State of North Carolina )

County of Mecklenburg )

On May 6, 2008, before me, Cynthia W. Simpson, personally appeared William Millhone, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cynthia W. Simpson  
Notary Public

My Commission Expires 5-2-2011